



**General Services Administration
Federal Acquisition Service
Assisted Acquisition Services Division
Southeast Sunbelt Region**

GSA Order ID: ID04190060 Date: 010/26/2020	GSA Customer Account Manager (CAM): Douglas Tindell Phone: (b) (6) Email: Douglas.Tindell@gsa.gov GSA Contracting Officer: (CO) Kevin Albertson Phone: (b) (6) Fax: 404 332-3342 Email: kevin.albertson@gsa.gov		
Client Organization: General Services Administration (GSA) Federal Acquisition Service (FAS) Assisted Acquisition Services (AAS)	GSA Contracting Officer's Representative (COR): Dustin Teal Phone: (b) (6) Email: dustin.teal@gsa.gov GSA Technical Assistant (TA): Charles N. Martin, Sr. Phone: (b) (6) Email: Charles.martin@gsa.gov		
Project Name: Program Support for Assisted Acquisition Services Division (AASD)	Period of Performance: Base Period: 27 June 2019 to 26 June 2020 Option Year 1: 27 June 2020 to 26 June 2021		
	<u>Contract Type:</u>	<u>Severability:</u>	<u>Funding:</u>
<input checked="" type="checkbox"/>	Firm Fixed Price	<input checked="" type="checkbox"/> Severable	<input checked="" type="checkbox"/> Fully Funded
<input type="checkbox"/>	Labor Hour	<input type="checkbox"/> Non-Severable	<input type="checkbox"/> Incrementally Funded
<input type="checkbox"/>	Time and Material		
<input type="checkbox"/>	Hybrid	<u>Contract Vehicle:</u>	
<input checked="" type="checkbox"/>	Cost Reimbursable (Travel)	<input type="checkbox"/> Open Market	
<input checked="" type="checkbox"/>	Performance-based	<input checked="" type="checkbox"/> 8(a) Sole Source	

PART I – THE SCHEDULE

A. SOLICITATION/CONTRACT FORM

A.1. STANDARD FORMS

Reference the SF 26 through the GSA business systems portal, IT-Solutions Shop (ITSS) (<https://portal.fas.gsa.gov>).

A.2. CHANGE LOG

Mod 005, \$0.00 (zero)

1. Revise F.5.3 to clarify the requirements.

Mod 004, 05/19/2020, \$1,105,792.18

Exercise Option Year 1 (OY1) and apply funds.

Mod 003, 04/15/2020, \$52,492.80

1. Add (b) (4) for the remainder of the Base Year (BY).
2. Add (b) (4) to Option Year 1 (OY1). (b) (4) will be for the full option year, and (b) (4) will run through (b) (4) weeks.
3. Combined BY and OY1 value increase is \$291,400.18. The total task order value is \$1,999,998.58.
4. Update Table in B.1

Mod 002, 01/02/2020 \$0.00 (zero)

1. Add this change log.
2. Incorporate FAR 52.204-24 and 52.204-25 (by reference) in Section I.
3. Revise A.1 to reflect the SF 26 instead of the SF 1449.
4. Revise B.1, first paragraph, to remove the reference to the SF 1449.
5. Revise G.4.2, Item #4, to reflect the SF 26 instead of the SF 1449 as the award document.
6. Delete Sections K, L, and M because they are not needed now.

Mod 001, 05/13/2019, \$0.00 (zero)

1. Change the effective date of the order from May 8, 2019 to Jun 27, 2019.
2. Change GSA Contract Specialist to GSA Customer Account Manager (CAM).
3. Re-issue the award on a Standard Form (SF) 26 instead of Standard Form (SF) 1449.

Initial Award, 05/08/2019, \$841,713.60

END OF SECTION A

B. SERVICES AND PRICES

B.1. SCHEDULE OF SERVICES TO BE PROVIDED

The Contractor shall provide their total proposed amounts through the GSA business systems portal, ITSS (<https://portal.fas.gsa.gov>) for all Task Items and Contract Line Item Numbers (CLINs). Separate Task Items are provided for Labor and Travel for the Base period of performance and one (1) option period

The quantity of hours of each labor category shall be multiplied by the loaded hourly rates, and the cumulative extended total of all hours will define the fixed price labor amount for the task. The not to exceed (NTE) ceiling for travel shall be added to the total labor amount to arrive at the contract total fixed price. Travel will be reimbursed on NTE ceiling. This acquisition has determined to be exempt from the requirements of the Service Contract Act (SCA).

The Technical Quote shall be organized to correspond with the factors of evaluation and submitted in an 8½-in X 11-in format using 12-point Times New Roman type and 1-in margins. Use of graphics shall be minimized. The total page count of the non-price quote shall not exceed 15 pages. A cover page, table of contents, and index, if included, do not count toward the page total of 15. The Price Quote shall be submitted using the Government-provided format noted in section J, attachment J-1.

The Contract Task Item / CLIN Structure are as follows:

Table B-1.

	POP	Task Item #	Quantity	Support Service
Base Year	27 Jun 2019 - 26 Jun 2020	Task Item 0001	5.6 EA	Contract Support
	27 Jun 2019 - 26 Jun 2020	Task Item 0002	1 EA	Information Technology Support
	27 Jun 2019 - 26 Jun 2020	Task Item 0003	NTE	Travel - Cost Reimbursable
Option Year 1	27 Jun 2020 - 26 Jun 2021	Task Item 1001	7 EA	Contract Support
	27 Jun 2020 - 26 Jun 2021	Task Item 1002	1 EA	Information Technology Support
	27 Jun 2020 - 26 Jun 2021	Task Item 1003	NTE	Travel - Cost Reimbursable

END OF SECTION B

C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1. SCOPE OF WORK

NOTE: Limitation of Future Contracting (Reference FAR Part 9)

The Contracting Officer (CO) has determined that regular access to proprietary business, confidential, and financial data shall be required under this acquisition. Therefore, the following restrictions shall apply on any future contracting for the General Services Administration (GSA) Federal Acquisition Service (FAS) acquisitions conducted through the FAS, ITSS.

The Contractor shall, under the terms of this contract, have access to competition sensitive and other types of data as stated above. The Contractor shall be ineligible to perform work under any FAS acquisitions conducted through ITSS, unless otherwise approved by the CO. This restriction shall remain in effect for one (1) year after expiration of the contract, which has been deemed sufficient to avoid an unfair competitive advantage, potential bias, or conflict of interest, apparent or actual.

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

1.0 INTRODUCTION: Work is to be accomplished for GSA, Federal Acquisition Service (FAS), for Assisted Acquisition Services Division (AASD) located in Atlanta, GA and various field offices.

1.1 Organization:
General Services Administration
Federal Acquisition Service
77 Forsyth Ave
Atlanta, GA 30308

1.2 Background: The mission of GSA is to assist other Federal Agencies in better serving the public by offering expert solutions, value added acquisition services, and management policies. The primary goal of FAS Southeast Sunbelt (SESB) is to provide quality customer service to agencies within the eight southeastern states of the United States. GSA provides assistance in the acquisition of supplies, services, space and technology to the Department of Defense (DoD) and civilian agencies.

1.3 Scope: The Contractor shall provide all personnel, supervision, and other items and services necessary to perform program support, information technology support, cost and price analysis, development of government estimates, procurement processing, Performance Based Work Statement (PWS) of Work/Statement of Objectives (SOW/SOO) development, acquisition and contract management, contract closeout services, and other administrative services.

- **NOTE:** Although most job titles are the same or similar, most Offices/Sections/Divisions require unique support with a specific job description and for that reason each position is detailed individually below. Some positions are similar in job description and job title and in those cases a denotation of two or more positions is detailed in the job title. Each job description is broken down into two Requirement Areas: 1) Performance Requirements and 2) Other Requirements (to include, Required Abilities and Knowledge, Experience Requirements,

and Education Requirements). The following is a listing of each position and what Office/Section/Division the position is related to.

C.2. DESCRIPTION OF SUPPORT SERVICES

A. CONTRACT SUPPORT FOR ASSISTED ACQUISITION SERVICES DIVISION:

Performance Requirements

The Contractor personnel shall provide support, as required, but not limited to the following functions. Contractor personnel shall perform other support duties, as assigned. Contractor personnel shall not have decision-making or signature authority for the Government.

- Contractor personnel shall provide information as necessary in person, via telephone, mail and electronically to GSA FAS associates, internal/external customers, and contractors.
- Contractor personnel shall prepare, manage and distribute incoming and outgoing correspondence via e-mail, mail, fax, or other methods, as required.
- Contractor personnel shall respond to emails and customer inquiries in a timely manner, as required.
- Contractor personnel shall recommend suggested training topics based on trend analysis from data analysis; monitor the trends and implement processes that increase vendor participation and competition rates.
- Contractor personnel will assist Contract Specialist (CS), CO, Senior Contracting Officer (SCO), and vendors with various E-tool and applicable entries.
- Contractor personnel shall assist with acquisition planning meetings and provide value-added assistance to GSA FAS customers in the program management arena, to include identifying customer requirements, creating requirements lists, creating Performance Work Statements (PWS)/Statements of Work (SOW) for ancillary services, Independent Government Cost Estimates (IGCE), financial planning and budgeting, and scheduling support. Contractor personnel shall work with both internal and external sources, via Market Research, to develop IGCE.
- Contractor personnel shall interface with federal, state and local Government agencies and industry regarding services and commodities and assist the acquisition workforce in meeting customer needs.
- Contractor personnel shall assist with defining requirements to be procured by reviewing and assisting in the development of documents, establishing delivery terms/periods of performance, and determining applicable methods and contract vehicles for procurement.
- Contractor personnel shall act as initial contact to provide assistance to Contract Specialist and vendors via phone calls or e-mail to increase competition and the success rate of awards through GSA e-tools.
- Contractor personnel shall conduct Market Research through various means and develop a repository of suppliers for various product lines; assist with gathering information and state

trends for improvement based on gathered data; and utilize e-mail and other means to update procurement staff of pending procurements.

- Contractor personnel shall research industry and the commercial market for sources related to specific requirements; recommend solutions to complex requirements using the GSA Schedule 70 and Blanket Purchase Agreement (BPA) contracting vehicles, or other procurement alternatives.
- Contractor personnel shall prepare necessary Pre-Request for Quote (RFQ) and Pre-Award documentation to include Determination & Findings (D&F) and Justification & Approvals (J&A). Contractor personnel shall prepare contract correspondence for distribution (e.g. Freedom of Information Act (FOIA) response), in accordance with GSA and Federal Acquisition Regulations (FAR) guidelines. All correspondence will be reviewed and signed by a warranted GSA CO.
- Contractor personnel shall assist in the solicitation of proposals/quotes to qualified sources via the required method and establish a reasonable due date for the proposal/quote.
- Contractor personnel shall assist with responding to vendor inquiries for solicited requirements using knowledge of GSA FAS policies and procedures as well as Government acquisition regulations.
- Contractor personnel shall review and provide contractual guidance on evaluation criteria prior to issuance of solicitations.
- Contractor personnel shall assist with performing and providing contractual guidance for evaluation of proposals/quotes after closure of Request for Proposal (RFP) or RFQ to the client.
- Contractor personnel shall assist with cost and price analysis and document the files to support decisions based upon the evaluation team's consensus. Files shall be prepared and documented in accordance with established regulations, policies, and procedures.
- Contractor personnel shall assist with loading and maintaining contracts and BPA agreements on various procurement systems.
- Contractor personnel shall ensure E-Approval entries are adequately documented and subsequent reviews do not result in significant or repeated revisions or rework.
- Contractor personnel shall ensure that, on average, Commodity Order documentation is submitted in E-Approval in a timely manner so that awards are made within 32 calendar days or less from receipt of the finalized PWS/SOW/BOM.
- Contractor personnel shall ensure that, on average, BPA documents are submitted to CO within 75 calendar days or less.
- Contractor personnel shall collect, organize and input acquisition data in acquisition systems including E-Approval, Workflow, ITSS, and other GSA acquisition and operational systems, web portals, applications and databases.

- Contractor personnel shall work with the Government CO upon award to distribute the order to the client and Contractor; also attend/participate in post award meetings, as required.
- Contractor personnel shall create and maintain accurate & complete customer order records in the FAS automated systems.
- Contractor personnel shall perform contract administration on orders until fully completed (final payment and closeout); to include constant interaction with the technical customers assigned.
- Contractor personnel shall track delivery of goods for issued orders and document delivery problems.
- Contractor personnel shall review and provide guidance to the CO regarding acceptance or rejection of assigned contract invoices within the specified time frame
- Contractor personnel shall prepare files for contract closeout to include reviewing and verifying final invoice submission and obtaining a release of claims.
- Contractor personnel shall assist with BPA administration.
- Contractor personnel shall ensure that, on average, invoices are reviewed and submitted to CO for certification within 12 days.
- Contractor personnel will assist Contract Specialist with preparing and submitting Closeouts documents to SCO within 125 calendar days from the end of the Period of Performance or delivery date.
- Contractor personnel shall ensure documentation and data input are clear, concise, complete addressing issues and topics in a logical and understandable manner without requiring repeated or significant revisions.
- Contractor personnel shall ensure documentation includes thorough analysis and relevant facts to explain recommendations or positions.
- Contractor personnel shall become familiar with GSA goals, programs, and operating procedures.

Other Requirements

Required Abilities and Knowledge:

- Shall have strong customer service skills
- Shall have a Help Desk, Account Management and/or Sales background with a focus on Customer Service
- Shall have the ability to listen to customers and provide feedback as well as make suggestions to enhance their overall experience with GSA
- Shall have the ability to write formulas, run reports, and use Microsoft Excel with limited supervision
- Shall have the ability to conduct Market Research
- Shall have the ability to analyze trends and make suggestions
- Shall have the ability to communicate clearly and effectively with all levels of staff

- Shall have strong communication skills, both written and oral
- Shall have the ability to remain organized, multi-task and manage time in a fast-paced environment
- Shall possess a professional demeanor with the ability to display a calm and patient attitude while interacting with the customer
- Shall have strong interpersonal skills
- Shall have excellent attention to detail
- Shall be comfortable with complex and frequently changing requirements and processes
- Shall have the ability to work in a busy environment with frequent distractions and interruptions
- Shall be capable of working independently and as part of a team

Experience Requirements:

- Shall have at least three (3) to five (5) years of acquisition experience
- Must have experience and be proficient with Desktop PCs capable of running Windows 2000 or greater
- Shall have experience and be proficient with Desktop Printers and Scanners
- Shall have experience and be proficient with Shared office copier and fax machine
- Shall have experience and be proficient with Windows 2000 or greater
- Shall have experience and be proficient with MS Office 97 or greater
- Shall have experience and be proficient with MS Internet Explore
- Shall have experience and be proficient with Google/Google Docs
- Preferred experience with the following Major Functional Applications:

Federal Procurement Data System - Next Generation (FPDS-NG)
 ITSS
 E-Approval
 Information Technology Operations Management System (ITOMS)
 Workflow
 iComplaints
 FAS Customer Service Center System (CSC)
 Federal Supply Service (FSS) Online
 EResolve
 E-Buy
 FedBizOpps (FBO)
 GSA Advantage
 Reserve Auction
 Federal Supply Service Automated Supply System (FSS-19)

Education Requirements:

- Shall hold a Baccalaureate Degree or a minimum of 24 hours of study in the fields of Business, Finance, Accounting, or Law

B. INFORMATION TECHNOLOGY SUPPORT FOR OFFICE OF IT CATEGORY/IT HARDWARE DIVISION:

Performance Requirements

The Contractor personnel shall provide support, as required, but not limited to the following functions. Contractor personnel shall perform other support duties, as assigned. Contractor personnel shall not have decision-making or signature authority for the Government.

- Contractor personnel shall analyze existing technology and perform Market Research to ascertain what current and near future technology can be developed to address customers' requirements and to develop IGCE.
- Contractor personnel shall interface with Government (internal/external) associates regarding IT commodities. This includes providing technical assistance to program customers in order to facilitate better requirements definition and assist the acquisition workforce in meeting customer needs.
- Contractor personnel shall provide technical information as necessary via telephone, e-mail and electronic means to GSA FAS associates, internal/external customers, and contractors.
- Contractor personnel may be required travel to customer facilities to attend acquisition planning meetings and provide value-added assistance to GSA FAS customers in the program management arena, to include PWS, SOW and SOO development, financial planning and budgeting, and scheduling support.
- Contractor personnel shall research industry and the commercial markets for sources related to specific requirements; recommend solutions to complex requirements using the GSA Schedule 70, Indefinite Delivery/Indefinite Quantity (IDIQ) and BPA contracting vehicles, and/or other procurement alternatives.
- Contractor personnel may be part of an advisory team to assist in developing essential salient characteristics and or descriptions for market research, solicitations and evaluations to determine whether the technical terms and conditions of the contract have been met.
- Contractor personnel shall be responsible for maintaining and managing databases and conducting analysis and developing trending models and reports (see section F.5.3).
- Contractor personnel may assist with formal and informal presentations to higher level management communicates with current and potential clients, including the ability to effectively define and describe Information Technology (IT) needs and capabilities.

Other Requirements

Required Abilities and Knowledge:

- Shall have strong customer service skills
- Shall have the ability to listen to customers and provide feedback as well as make suggestions to enhance their overall experience with GSA
- Shall have the ability to write formulas, run reports, and use Microsoft Excel with limited supervision
- Shall have the ability to conduct Market Research
- Shall have the ability to analyze trends and make suggestions
- Shall have the ability to communicate clearly and effectively with all levels of staff
- Shall have strong communication skills, both written and oral
- Shall have the ability to remain organized, multi-task and manage time in a fast-paced environment
- Shall possess a professional demeanor with the ability to display a calm and patient attitude while interacting with the customer
- Shall understand current and emerging IT
- Shall be knowledgeable on a wide range of IT products and software

- Shall be knowledgeable of buying trends in the federal marketplace and demonstrate the ability to forecast market trends in the IT sector

Experience Requirements:

- Shall have experience with database development
- Shall have experience with database management and reporting
- Shall have experience and be proficient in data analytics
- Shall have experience and be proficient in MS Excel
- Shall have experience and be proficient in MS Access
- Shall have experience with the development of tableau workbooks and dashboards
- Preferred have experience with the following Major Functional Applications:

FPDS-NG
 ITSS
 ITOMS
 iComplaints
 FAS CSC System
 FSS Online
 EResolve
 E-Buy
 GSA Advantage
 FBO
 GSA Universal Report Specifying Application (URSA)
 Federal Supply Service Automated Supply System (FSS-19)

Education Requirements:

- Shall hold a Baccalaureate Degree in Computer Information Systems

C.3. ESTIMATED WORKLOAD DATA

This information is provided to aid offeror in developing their quotes in response to this performance-based acquisition and represent the Government's estimated workload based on historical information and is not intended to be binding on either party or to be the only possible solution to the requirement.

PWS Requirements	Estimated Total Number of Hours per Year	Total Personnel
Contract Support for Assisted Acquisition Services Division	1,920	5 EA
IT Support for Office of Information Technology Category	1,920	1 EA

END OF SECTION C

D. PACKAGING & MARKING

D.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

All deliverables required under this contract shall be packaged, marked and shipped in accordance with the PWS

FAR website: <http://farsite.hill.af.mil/vffara.htm>

GSAM website: <http://farsite.hill.af.mil/vfgsara.htm>

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)		
CLAUSE NO.	TITLE	DATE
None included		

GSAM FAR SUPPLEMENT (48 CFR CHAPTER 18)		
CLAUSE NO.	TITLE	DATE
None Included		

END OF SECTION D

E. INSPECTION & ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

For deliverables associated with the requirements noted in the PWS, inspection and acceptance will occur in accordance with FAR 52-212-4. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected and the Contractor notified of the findings within ten (10) work days of normally scheduled review. If the deliverables are not acceptable, the COR will notify the Contractor immediately.

Unsatisfactory Work: Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control shall be at the Contractor's own expense without additional reimbursement by the Government. Unless otherwise negotiated, the Contractor shall correct or replace all non-conforming services or deliverables not later than ten (10) work days after notification of non-conformance.

The Contractor shall be responsible for overall responsiveness, cost control, adherence to schedules, responsible and cooperative behavior, quality of work, subject matter expertise, and understanding of the requirements herein.

E.2. QUALITY CONTROL PLAN

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with PWS, Section C. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which the Contractor assures the work is comply with the requirement of the contract. The Contractor shall develop and submit, within ten (10) calendar days after award, a comprehensive written Quality Control Plan (QCP) to the CO, CS, and COR; if the QCP requires updates/revisions over the course of contract performance they shall be provided within five (5) working days after updates/revisions are deemed necessary for CO's approval.

E.3. GOVERNMENT SURVEILLANCE/QUALITY ASSURANCE

The Government will evaluate the Contractor's performance of this contract. For those tasks listed in the Performance Matrix, the COR will follow the method of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the Contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the Contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix may occur during the performance of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the contract.

Performance Matrix:

PWS Section Ref.	Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level	Method of Surveillance
C.2	Support Services	<p>Requirements met with little to no oversight, rework or re-performance</p> <p>Accomplish work in accordance with proposed time frame/policy</p> <p>Administer quality control program including subcontractor management in accordance with QC Plan</p> <p>Provide qualified labor</p>	<p>95% Compliance</p> <p>95% Compliance</p> <p>95% Compliance</p> <p>100% Compliance</p>	<p>Random Inspection, Observations</p> <p>Files Review, Observations, Random Inspections</p> <p>File Reviews, Random Inspections</p> <p>Observations, Review Resume</p>
E.2	Quality Control Plan	10 calendar days after date of award	100% Compliance	100% Inspections
F.5.2	Monthly Status Report	Comprehensive and accurate report provided by the 10 th calendar day of each month. Revisions, if required, provided within 2 business days after notice that revisions are necessary	95% Compliance	100% Inspections
F.5.3	Reports In Support of IT Category/IT Hardware Division	Accurate and Timeliness	95% Compliance	100% Inspections
G.5	Kick-Off Meeting Minutes	<p>Within five (5) workdays after the meeting</p> <p>Timeliness (meet or exceed due date)</p>	100% Compliance	100% Inspections

H.1.	Travel	Travel must be conducted IAW Government JTR and FAR 31.2, and advance approval by CO/COR.	100 % Compliance	100% Inspections
H.4.2.	Identification of Contractor Employees	Contractor badging, communications, and correspondence ID requirements must be adhered to without incident.	100 % Compliance	100% Inspections
H.5.1	Non-Disclosure Agreement	Within five (5) workdays after contract start/new hire(s)	100 % Compliance	100% Inspections
H.13.	Staffing	Staffing and re-staffing requirements for all positions, including Key Personnel Position, must be adhered to.	100 % Compliance	100% Inspections

E.4. PAST PERFORMANCE INFORMATION

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register, after contract award, at the following web sites and confirm completion of the registration process via email to the CO:

CPARS: <https://www.cpars.gov/>

PPIRS: <http://www.ppirs.gov>

END OF SECTION E

F. DELIVERIES OR PERFORMANCE

F.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also the full text of a clause may be accessed electronically at the address below:

FAR website: <http://farsite.hill.af.mil/vffara.htm>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)		
CLAUSE NO.	TITLE	DATE
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2. PERIOD OF PERFORMANCE

See section B.1 of this document for Period of Performance dates.

F.3. PLACE OF PERFORMANCE

The Contractor shall perform requirements from in the following locations:

Requirement	Location
Contract Support for Assisted Acquisition Services Division	Huntsville, AL
IT Support for Office of Information Technology Category	Atlanta, GA/MLK Bldg.

F.4. HOURS OF OPERATION

F.4.1. Hours of Operation

Operational hours will be a 40 hour work week, with hours per day and days of the week being flexible to accommodate mission needs. Personnel required to travel on what is normally a non-duty day may be compensated for no more than 8 hours of travel time for that travel day. Travel will be reimbursed at cost in accordance with the policy at FAR subpart 31.205-46.

F.4.2. Operating Hours

The Contractor shall be required to be available during normal duty hours. Daily Work Schedules will be approved by the Government prior to start of work. The Contractor shall be prepared to provide services between the hours of 0600-1800, except on recognized US holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.

F.4.3. Recognized/Unrecognized Holidays

The following are recognized US holidays. The Contractor shall not perform services on these days:

New Year's Day: January 1st
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day: July 4th
Labor Day
Columbus Day
Veteran's Day: November 11th
Thanksgiving Day
Christmas Day

Additional federal holidays or time off declared by the President of the United States or Government employees may be given "59 minutes" early release. In these events, the contractor personnel shall seek appropriate guidance on duty location from his/her contractor supervisor. As a courtesy, the Contractor should inform the CO where support will be provided (i.e., contractor's site).

F.4.4. Adequate Workforce

The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

F.4.5. Telecommuting/Telework

The Government may permit telecommuting by Contractor employees when determined to be in the best interest of the Government in meeting work requirements. The contractor shall have an established program plan subject to be reviewed and approved by the CO.

The Contractor's organizational decision to participate in telework is voluntary, and telework shall not increase the contract price. Telecommuting shall not be considered as off-site labor rates. The Government will not be responsible for any expenses incurred by telecommuting (i.e. internet service, telephone, electricity, printing, faxing and any other services relating to telecommuting).

Telework arrangements shall be mutually agreed to by the Contractor, the GSA CO, and the respective Contracting Officer's Representative (COR). The Contractor shall be notified by the CO in writing (email) of telework requests in accordance with workload and unique situations.

The Contractor shall ensure the continuity of performance by Teleworkers and the monitoring of Teleworker's time. GSA staff does not supervise contractor employees and does not approve or monitor contractor employee's telework.

Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for GSA security procedures. The Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A Teleworker's use of GFE and Government information shall be for contractual performance only and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss. Teleworkers shall exercise due care in transporting and storing non-public information, to ensure it is safeguarded. Violation of GSA policy may result in adverse action, fines, and/or criminal prosecution.

F.4.6. Overtime/Extended Hours

Overtime/extended hours are authorized on this contract; the Contractor must obtain authorization from the CO or his designee, prior to anyone working overtime. Under no circumstances shall the contractor personnel exceed the extended hour allotment. If additional extended hours are required, the Contractor or agency will request in writing, to the CO, that the contract be amended accordingly.

F.4.7. Performance of Services during Crisis or Emergency Conditions

In the event of a crisis, services on this contract have been determined as non-essential and do not require continued support during the crisis.

F.5. REPORTS, DOCUMENTATION, AND NOTIFICATIONS

F.5.1. Delivery of Reports

The Contractor shall provide the deliverables and reports as detailed below. Contractor provided format for these documents will be acceptable as long as information contained therein completely covers the requirements of the deliverable/report or per Section J. Additionally, the document should be searchable and not scanned in. Unless otherwise advised by the CO, all deliverables shall be uploaded to ITSS (<https://portal.fas.gsa.gov>)

The Government will have ten (10) business days or otherwise specified in the contract to review the deliverable for content, completeness, accuracy and conformance of the contract requirements by the CO, COR, or TA. If the deliverable is unacceptable, the Government will return it to the Contractor and the Contractor shall provide a revised report within two (2) business days that is acceptable to the Government. The Contractor shall notify the CO and COR as specified when the Contractor determines that tasks will not be completed on time.

F.5.2. Monthly Status Report

Monthly Status Report (MSR) at a minimum shall contain the following information (See Section J, Attachment J-3):

- Summary of accomplishments during the reporting period and significant events,
- Any current or anticipated problems,
- Summary of activity planned for the next reporting period,
- Trip Reports for any travel during the reporting period.

Report should be submitted by the 10th calendar day of the each month detailing the information pertinent to the previous month. Report shall be uploaded to ITSS as Post Award Collaboration (PAC).

F.5.3. Reports In Support of IT Category/IT Hardware Division

~~Research Tasks for IT Hardware Data Analyst Report (see attachment J-4) shall be submitted monthly. Reports J-5 – J-7 are cumulative. For each reports (J-5 – J-7), the contractor shall gather data monthly, building to Quarterly and ending the Fiscal Year (FY) with an annual report. Each report shall begin at the commencement of an FY. The reporting shall continue until the~~

full sheet is populated at the end of an FY. This model will allow the Government to track performance by month, by quarter and then by year. Reports shall be delivered to the GSA Technical Assistance (TA) for review and acceptance. This list is not all inclusive as there may be additional reports during the course of the contract.

Name of Report	Format
Research Tasks for IT Hardware Data Analyst Report	See Section J, Attachment J-4
Hardware Software BiC Report	See Section J, Attachment J-5
IT Hardware KPI Contract Report	See Section J, Attachment J-6
Program Support/Performance Report	See Section J, Attachment J-7

The contractor shall provide the IT Category/IT Hardware Division reports identified below. Contractor format for these documents is acceptable as long as the information contained therein completely addresses each report's purpose and requirements. Additionally, the delivered reports shall be searchable and not scanned in. The content of the reports identified are subject to change as the Government's needs change as long as there is no change in scope. Any content changes shall be coordinated directly between the TA and the contractor.

- TDR Extract for BiC Reporting
- BiC Progress Report
- TDR Extract for BiC Cost Avoidance Reporting
- IT70 BiC Vendor Report
- TDR Update for Tableau
- Tableau Update for FPDS tables
- Air Force Advantage Sales Report (for Customer)
- Air Force Advantage Sales Comparison
- 2GIT Resource Support Allocation
- 2GIT SSRP Report
- Vendor Sales reports

The Government will review delivered reports within ten (10) business days. If the report is deemed unacceptable, the contractor shall deliver a revised report within two (2) business days. The contractor shall notify the Government's delegated Technical Assistant (TA) if any report will not be delivered on time.

END OF SECTION F

G. CONTRACT ADMINISTRATION DATA

G.1. CONTRACTING OFFICER RESPONSIBILITIES

The CO is the sole and exclusive Government official with actual authority to take actions that bind the Government under this contract.

The right to issue contract modifications, change terms and conditions, and terminate the contract is reserved solely for the CO.

G.2. CONTRACTING OFFICER'S REPRESENTATIVE RESPONSIBILITIES

The COR is responsible for monitoring the contractor's progress in fulfilling the technical requirements in the contract. The COR ensures that all required documentation and data are submitted in accordance with the procurement deliverable schedule. Should the Contractor fail to fulfill the contractual requirements, the COR shall inform the Contractor of such failure. The COR will inform the CO of any technical or contractual problems or delays. The COR maintains administration records, approves invoices and performs final inspection and acceptance of work performed under this contract.

The COR has no actual, apparent or implied authority to bind the Government. The COR may not grant the Contractor permission to deviate from the requirements stated in the contract, nor direct the Contractor to perform any work outside the scope of the contract. Changes in the contract requirements, price or terms and conditions will only be made by the CO via properly executed modifications to the contract. The CO will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The Contractor will receive a copy of the written designation.

The services to be performed by the Contractor during the period of this contract shall at all times and in all places be subject to review by the CO or authorized representative(s).

G.3. CONTRACT ADMINISTRATION

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The Contractor shall respond to Government requests for contractual actions within two (2) business day. The Contractor shall designate and maintain a single point of contact between the Government and contractor personnel assigned to support the contract. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

G.4. INVOICE REQUIREMENTS

G.4.1. Invoice Requirements

The invoice shall include charges authorized by the COR which are within scope of this contract (e.g., travel) and reflect the details specified below.

G.4.2. Payment Information

Invoices shall be submitted to no later than the tenth (10th) calendar day of the month following performance. Invoices are authorized for payment upon the Government's receipt and acceptance of deliverables specified in the contract and the receipt of a valid invoice. Monthly invoice shall be "FFP Total" from Quote Pricing Template divided by applicable number of months of performance for each position. The invoice shall be submitted on official company letterhead.

Invoices, to be proper and payable, must include the following information:

- 1) Name, Address, and Taxpayer Identification Number (TIN) of the Contractor
- 2) Date of Invoice and Invoice Number
- 3) A cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments as well as a brief explanation. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e. Inv123456 (original), Inv123456R (revised).
- 4) Contract Number and Pegasys Document Number (PDN) listed in block 15 of the SF 26 and the project title: Program Support for Assisted Acquisition Service.
- 5) Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- 6) GSA Task Order ID Number: ID04190060
- 7) Delivery Date or Period of Performance for the billing period
- 8) Remittance Address
- 9) Name, title, and phone number of person to be notified in event of defective invoice
- 10) Prompt Payment Discount, if offered
- 11) Total Invoice Amount – cannot exceed the current contract ceiling
- 12) Total cumulative contract amount and burn rate

A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA ITSS located on the web at <https://portal.fas.gsa.gov/web/guest>. The contractor will post in ITSS as a PAC Statement. In this file, the contractor submits the invoice (in PDF format) for GSA Client and COR's Technical Approval. The invoice with supporting documentation is sent to the COR and Client, via PAC Statement in ITSS. The Client and the COR will technically validate the invoice and apply a PDF Signature, to the body of the invoice document.

The Contractor will load the GSA signed invoice data in VCSS, then once accepted the VCSS will send an e-mail with the following information (example):

An invoice from CONTRACTOR EXAMPLE, INC. has been received and entered into Pegasys as document type EI, number EI201704140026 against Pegasys purchase order document type QP, number QP0099999. The invoice, number GSA0500 dated 04/14/2019 by the vendor, and received on 04/14/2019 (log date in Pegasys) is in the amount of \$ 30,000.00.

The contractor shall be registered in VCSS in order to be able to log on and submit invoices electronically to the following web-based site: <https://vcss.ocfo.gsa.gov>. VCSS requires a valid DUNS/DUNS+4 number and must register in the System for Award Management (SAM) database prior to registering in VCSS. Vendors can contact Dun & Bradstreet at <http://fedgov.dnb.com/webform> to obtain a DUNS/DUNS+4 number. The vendor shall ensure that their SAM registration remains active at all times. Also, here's the link to go to for the electronic submission

of various invoices, going by the first two letters of the GSA purchase order# (PDN or ACT):
https://financeweb.gsa.gov/vendorpayment/vpp_elect_invoice

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the contract. No charges shall be paid by the Government, which are not specifically identified in the contract and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the charges. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

G.4.3. Invoice Processing Guidelines

To insure invoices are valid and processed timely, the Contractor shall follow the guidelines listed herein when submitting invoices and include the required details per the terms and conditions of the contract.

- Invoice Numbers – Invoice numbers can be up to 14 characters. Alpha numeric text only, no special characters or spaces. Invoice numbers must be unique, no duplicates allowed.
- Invoices Crossing Option Periods – contractors may combine charges for multiple task items over two separate option periods on a monthly invoice for services completed and/or materials delivered or task items with mismatched performance periods completed during the monthly billing period invoiced
- Supplemental Invoices – Services must be billed to the month they are incurred. If trailing costs are invoiced, the Contractor shall submit a supplemental invoice. If using the same invoice number previously used for the month, the Contractor shall add an S following the original invoice number. If more than one supplemental then add a numeric indicator such as S1, S2, etc....
- Resubmission of an Invoice – If an invoice has been rejected and the Contractor is resubmitting, if using the same invoice number previously used for the month, the Contractor shall add an R following the original invoice number. If more than one resubmission is required, then add a numeric indicator such as R1, R2, etc....
- The Contractor shall insure submitted invoices and supporting documentation are submitted in accordance with contract terms and conditions.
- The Contractor shall insure the invoice prices/rates, labor hours, and labor categories conform to the terms and conditions of the contract.
- The Contractor shall insure Labor Hours for each billed contract line item do not exceed the contract ceiling limit. (If applicable)
- The Contractor shall insure reimbursable costs are approved, funded, and valid and, in the case of time and materials or labor-hour contracts, costs associated with such other direct

costs are allowable and have been determined to be reasonable and directly associated with contract and billed to the correct task item and period they were approved in. For reimbursable line items invoiced, the Contractor shall have received prior approval and supporting documentation is supplied to support the costs and dates and invoiced amounts do not exceed the line items and total amounts authorized.

- The Contractor shall insure travel costs are supported and have supporting records of Government approval, are funded, and valid by the contract and billed to the correct task item and period they were approved in.
- The Contractor shall insure the period of performance invoiced is within the period of performance of the contract and invoiced task items.
- The Contractor shall insure all subcontractor rates are valid, and have been properly reviewed and substantiated by the prime.

G.4.4. Final Invoice/Task Order Closeout

The invoice for final payment must be so identified and submitted within 60 days from contract completion. No further charges are to be billed. The Contractor may request an extension of 60 days from the GSA CO to submit the final invoice. Mark with the word FINAL (even if it is a zero amount). Reimbursable travel costs shall be billed at a predetermined rate and are not subject to final rate approval. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the SCO. This release of claims is due within fifteen (15) calendar days of final payment.

G.5. KICK-OFF MEETING

A Kick-Off meeting will be conducted within seven (7) work days of the date of award or start of contract. The Contractor shall coordinate with the COR and CS on the meeting, agenda, and record the minutes of the meeting to capture the basic contract contacts, milestones, dates, deliverables, actions required, and administration details of the order. Kickoff meeting minutes shall be submitted to CO and COR within five (5) workdays after the meeting via email.

END OF SECTION G

H. SPECIAL CONTRACT REQUIREMENTS

H.1. TRAVEL

Contiguous United States (CONUS) travel may be required to perform efforts required under this contract. All non-local travel costs will be reimbursed on actual cost only and must be pre-approved in writing by the COR or CO. Contractor shall travel at their own risk when written pre-approval is not obtained by the COR or CO. Travel authorization requests shall be approved by the COR and CO no later than five (5) business days prior to travel. In emergencies, direction to travel will be given via other means, in which case, a travel authorization request form shall be submitted within 5 business days upon return. If official travel will exceed amounts allotted in Joint Travel Regulation (JTR), Federal Travel Regulation (FTR) or Standard Regulations in accordance with Federal Acquisition Regulation (FAR) 31.205-46, then only the CO can approve those requests. All travel authorization requests shall be submitted through ITSS as a PAC. The travel authorization request must identify the traveler's name, travel dates, location(s), per diem rates, purpose of trip, all expenses (.i.e. lodging, lodging tax, M&IE, transportation [air fare, train, bus, rental car, fuel for rental car, private car mileage], registration, tolls, parking, other related expenses). Contractors are not authorized to travel on Government invitational travel orders. See Attachment J.2, Request for Travel Authorization.

Contractors may apply indirect costs General and Administrative Expense (G&A) to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2 and the Joint Travel Regulations. The offeror's proposed G&A expense rate provided for the base and option year(s) will be fixed for the life of the contract in order to reduce administration of the contract and facilitate future contract closeout; no variances will be allowed after award of contract. Profit shall not be applied to travel costs.

The Contractor shall invoice monthly on the basis of cost incurred for travel. Separate MS Excel sheet shall be submitted for travel. This invoice information shall identify all cumulative travel costs billed by Task/CLIN. The current invoice period's travel detail shall include separate columns totals and include the following:

- Travel Authorization Request number or identifier
- Name of person traveling
- Current invoice period
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per Diem rate used
- Total per diem charged
- Transportation costs (such as rental car, airfare...)
- Total charges

The Contractor shall ensure that the requested travel costs will not exceed what has been authorized in the contract. Locations and the duration of travel cannot be established at this time so a not-to-exceed travel budget (inclusive of indirect costs) for the entire effort is estimated as follows:

Travel Budget Estimate for the Basic Period for ALL Positions is listed below:
Positions A and B: \$3,000.00 (inclusive of G&A expenses)

Travel Budget Estimate for the Option Year One Period for ALL Positions is listed below:
Positions A and B \$3,000.00 (inclusive of G&A expenses)

The numbers of trips and types of personnel traveling shall be limited by the Contractor to the minimum required to accomplish work requirements of this contract. If travel is required, the Contractor shall prepare and submit a detailed trip report and provide such with the monthly status report.

H.2. GOVERNMENT FURNISHED PROPERTY, MATERIAL, EQUIPMENT AND SERVICES (GFP/E/S)

All material, including notes gathered and/or developed in the performance of the tasks listed in the contract shall be returned to and become the property of the Government and shall not be used or distributed by the Contractor without specific written permission of the Government. All data deliverables become the property of the Government upon receipt. The original copies of the final documents and all intellectual property shall become the property of the Government. The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract.

H.2.1. Property/Equipment

The Government will furnish the necessary workspace for the Contractor to perform services outlined in this PWS to include workstations, desk space, computers, access to copier, access to fax machine, access to scanner, office supplies to perform required tasks, Government identification, identification at the workstation identifying them as “contractors”, access to Government programs in order to complete all required tasks, and cell phone (cell phones will be issued at the Governments Discretion) , and other items necessary to maintain an office environment. All GFE must be utilized in strict performance of contract related duties and the Contractor shall maintain policies that prohibit fraud and abuse.

H.2.2. Information.

The Government will provide access to all necessary information and documentation required for this contract.

H.2.3. Utilities

All utilities in the facility will be available for the contractor's use in the performance of this contract. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

H.2.4. Contractor Responsibility

The contractor shall be responsible for Government property in their possession in accordance with the FAR Part 45 and applicable supplements and shall be in compliance with all applicable guidance and clauses listed in the order.

H.2.5. Return/Retention of Government Property

All property provided by the Government remains the property of the Government and shall be returned to the Government upon completion of the contract unless the CO directs the Contractor to retain the property for continued use under a successor contract/order. Retention of the property by the Contractor will require modification of both losing and gaining contracts. All Government property shall be returned to the Government in the condition provided unless approved in advance by the CO.

H.2.6. Reporting Loss of Government Property

a. Definitions.

“Government Property” is defined in the clause at FAR 52.245-1(a) Government Property.

“Loss of Government Property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means:

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied, generally acceptable accounting principles.

b. Reporting loss of Government property:

(1) The Contractor shall use the Defense Contract Management Agency (DCMA) eTools software application for reporting loss of Government property. Reporting value shall be at unit acquisition cost. The eTools “LTDD of Government Property” toolset can be accessed from the DCMA home page External Web Access Management application at <https://www.dcmamail.com/WBT/propertyloss/>

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to Theft; Inadequate storage; Lack of physical security; or "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

H.3. CONTRACTOR FURNISHED PROPERTY, MATERIALS, AND EQUIPMENT (CFP/M/E)

Except for those items specifically stated to be Government-Furnished above, the Contractor shall furnish everything required to perform these services as indicated within this PWS. The contractor shall provide training that is necessary for contractor personnel at their own expense.

H.4. SECURITY

H.4.1. Personnel Background Investigation Requirements

The contractor will require access to Government sensitive information and/or access to Government information systems. All contractor personnel must complete, at a minimum, a National Agency Check with Written Inquiries (NACI) in accordance with Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, M-11-11 and as specified in GSA CIO Order 2100.1J and GSA Directive 9732.1D (Suitability and Personnel Security) for background investigations to provide services under this contract. This background investigation will be processed by GSA and must be completed before the contractor employee is issued a permanent identification badge (not prior to assignment). The COR will identify all individuals who require system accounts and verify that they have successfully completed the required background investigations prior to providing them access to Government sensitive information or information systems and/or facilities. All "unfavorable information" security check results will be reported to GSA and decisions regarding appropriate action will be taken by the CO. Due to the sensitive nature of the information involved, the Contractor will be required to observe certain non-disclosure requirements.

The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

The Contractor personnel may be required to have additional clearances for access to buildings after the normal work hours or during the weekend.

H.4.2. Identification of Contractor Employees

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. The Contractor's status as a "Contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities/personnel. Contractor decorum should leave no doubt that they are not acting in an official Government capacity and do not have the authority to bind the Government. They must also ensure that all documents or reports produced by Contractors are suitably marked as contractor products or that Contractor participation is appropriately disclosed. When Contractor employees are working on Government facilities or participating at Government meetings, they shall wear identification badges distinguishing themselves as such. The badges shall have the company

name, employee name and the word "Contractor" displayed. Contractor or Government issued badges are acceptable. The Contractor shall retrieve all identification media (including vehicle passes) from their employees who depart for any reason. All identification media shall be returned to the Contracting Officer Representative within 14 calendar days of departure.

H.4.3. Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. The Contractor shall ensure all its personnel assigned to perform work under this PWS take appropriate action to prevent disclosure of this information and follow the guidance provided in AFI 33-332, *Air Force Privacy and Civil Liberties Program*, 12 January 2015.

H.4.4. Data Integrity/Information Assurance

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and IT resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of this contract. The contractor shall implement procedures that ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of sensitive government information, data, and/or equipment. When no longer required, this information, data, and/or equipment shall be returned to the Government. The Government will determine the fate of such information, data, and/or equipment. If the Government determines that such information, data, and/or equipment is to be destroyed, the destruction shall be accomplished by burning; shredding or any other method that precludes the reconstruction of the material but only after direction by the Government. All sensitive information contained on the contractor's computers shall be either removed or shall be handled in accordance with NIST 800-88, Guidelines for Media Sanitization and GSA CIO-IT Security 06-32, Media Protection.

The contractor's procedures shall be consistent with Government and GSA policies, including GSA Order 2100.1J, Information Technology Security Policy, OMB Circular A-130, Management of Federal Information Resources, OMB M-06-16, OMB M-07-16, HSPD12, and the Privacy Act. In addition, during all activities and operations on Government premises the contractor shall comply with the procedures, policies, rules, and regulations governing the conduct of personnel or protection of Government facilities and data as expressed by GSA, written or oral.

All data and data rights associated with this effort will be property of GSA, FAS, SESB.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

- CIO P 2100.1 GSA Information Technology (IT) Security Policy
- CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities

- CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- CIO 2105.1B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- CIO 2106.1 GSA Social Media Policy
- CIO 2107.1 Implementation of the Online Resource Reservation Software
- CIO 2160.4 Provisioning of Information Technology (IT) Devices
- CIO 2162.1 Digital Signatures
- CIO P 2165.2 GSA Telecommunications Policy
- CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PI I)
- CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- CIO IL-13-01 Mobile Devices and Applications
- CIO IL-14-03 Information Technology (IT) Integration Policy
- HCO 9297.1 GSA Data Release Policy
- HCO 9297.2B GSA Information Breach Notification Policy
- ADM P 9732.1D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

H.4.5. Protection of Personally Identifiable Information (PII)

The Contractor shall protect all Personally Identifiable Information (PII) encountered in the performance of services. If a PII breach results from the Contractor's violation of the aforementioned policies, the Contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals who's PII has been compromised.

H.5. ORGANIZATIONAL CONFLICT OF INTEREST

(a) Organizational Conflict of Interest (OCI)" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes

Corporations, Partnerships, Joint Ventures, and other business enterprises. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. Offeror as used in this solicitation section addressing OCI shall include all vendors that the company submitting this quote has entered into a contractor teaming agreement or prime subcontractor relationship with in connection with its quote submission for this acquisition.

(b) If the Offeror is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of one year after completion of performance on this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of one (1) year after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the contract, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any competition for the same services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the one year period following completion of this

contract has lapsed, the Contractor may, with the authorization of the cognizant CO, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the CO. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the CO, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The CO's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the CO, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

Compliance with this requirement is a material requirement of this contract.

H.5.1. Limitation of Future Contracting (Reference FAR Part 9)

The CO has determined that regular access to proprietary business, confidential, and financial data shall be required under this acquisition. The CO has determined that this acquisition may give rise to

a potential organizational conflict of interest. Therefore, the following restrictions shall apply on any future contracting for the GSA FAS acquisitions in Region 4.

The Contractor shall, under the terms of this contract, have access to competition sensitive and other types of data as stated above. The Contractor shall be ineligible for award of any work under any FAS acquisitions conducted through ITSS, unless otherwise approved by the CO. This restriction shall remain in effect for 1 year after expiration of the resulting contract, which has been deemed sufficient to avoid an unfair competitive advantage, potential bias, or conflict of interest, apparent or actual.

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies. All Contractor positions shall be required to sign a Non-Disclosure Agreement (NDA).

H.6. STANDARD OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in Government facilities.

H.7. OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the CO or designee. In addition, the Contractor shall not commit or permit any act that will interfere with the performance of work by another contractor or by Government employees.

H.8. INSURANCE

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. (See clause 52.228-5).

H.9. INHERENTLY GOVERNMENTAL FUNCTIONS

The Contractor shall not provide inherently Governmental functions as defined in FAR 2.101 under this effort.

H.10. PERSONAL SERVICES

GSA will not issue orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the Contractor's performance by GSA or the COR shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, salary discussion, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/, the Contractor shall adhere to the following guidelines in the performance of the contract.

- a. Provide for direct supervision of all contract employees assigned to the contract.
- b. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- c. Ensure close communication/coordination with the GSA Customer Account Manager and/or GSA Contracting Officer, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e. Do not assign contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide contractor employees with badges, if appropriate, identifying them as contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the contractor how to do the job.
- i. Assign a task leader to the contract. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.
- j. When travel is required for the performance on a task, contractor personnel are only to travel as directed by their contract management.

H.11. SECTION 508 COMPLIANCE

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 USC 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional Section 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
<http://www.access-board.gov/508.htm>
<http://www.w3.org/WAI/Resources>

H.12. INCREMENTAL FUNDING

The contract may be incrementally funded. If incremental funded, funds shall be added to the contract via a unilateral modification as the funds become available. The Contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the Contractor for charges in excess of the contract/order funded amount and the Contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

H.13. KEY PERSONNEL

The contractor shall identify key personnel and their applicable qualifications, see Section L.2.4. Key personnel are those personnel considered essential to successful contractor performance. Key personnel are the Program Manager and other personnel providing supervision. This contract does not assume or require any hierarchical structure (i.e. Contract Project Manager, Group Manager, etc.) The Contractor shall ensure all key personnel, if applicable, assigned to this contract meet the minimum requirements to provide services identified in the PWS, Section C.

The Contractor shall notify the CO, in writing, of any changes to key personnel. Notification shall be provided thirty (30) days in advance of the change when possible and no later than the day following the day the change becomes known to the Contractor. Contractor shall provide a detailed explanation for any proposed substitution of Key Personnel. The contractor shall ensure that the proposed substitute possess qualifications at least equal to that of the current position holder and shall secure the CO's coordination prior to implementation of the substitution.

H.14. UNSATISFACTORY PERFORMANCE BY CONTRACTOR PERSONNEL

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel shall have the same minimum capabilities as referenced in PWS, Section C.

END OF SECTION H



PART II- CONTRACT CLAUSES

I. CONTRACT CLAUSES

I.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

FAR website: <http://farsite.hill.af.mil/vmfara.htm>

GSAM website: <http://farsite.hill.af.mil/vmgsara.htm>

I.1.1. FAR Clauses

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)		
CLAUSE NO.	TITLE	DATE
52.202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.204-22	Alternative Line Item Proposal	Jan 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2019
52.211-11	Liquidated Damages -- Supplies, Services, or Research and Development	Sept 2000
52.212-4	Contract Terms and Conditions -- Commercial Items	Oct 2018
52.219-11	Special 8(a) Contract Conditions	Jan 2017
52.223-5	Pollution Prevention and Right-to-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.228-5	Insurance -- Work on a Government Installation	Jan 1997

52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-2	Service of Protest	Sep 2006
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.253-1	Computer Generated Forms	Jan 1991

I.1.2. GSAM Clauses

GSAM FAR SUPPLEMENT (48 CFR CHAPTER 18)		
CLAUSE NO.	TITLE	DATE
552.203-71	Restriction on Advertising	Sep 1999
552.204-9	Personal Identity Verification Requirements	Oct 2012
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	Jun 2016
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	Jun 2015
552.215-70	Examination of Records by GSA	Jul 2016
552.217-71	Notice Regarding Option(s)	Nov 1992
552.228-5	Government as Additional Insured	May 2009
552.237-71	Qualifications of Employees	May 1989
552.239-71	Security Requirements for Unclassified Information Technology Resources	Jan 2012
552.252-6	Authorized Deviations in Clauses	Sep 1999

I.2. CLAUSES INCORPORATED IN FULL TEXT

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (Oct 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (Nov 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ☐ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- ___ (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **36** months.

(End of Clause)

52.219-8 Notification of Competition Limited to Eligible 8(a) Participants (Jan 2017) Deviation

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer –

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) SEBA Professional Services, LLC will notify the GSA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

52.219-12 -- Special 8(a) Subcontract Conditions (Jan 2017)

(a) The Small Business Administration (SBA) has entered into Contract No. _____ *[insert number of contract]* with the _____ *[insert name of contracting agency]* to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _____ *[insert name of subcontractor]*, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. _____ *[insert number of contract]* for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the _____ *[insert name of contracting agency]* with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the _____ *[insert name of contracting agency]*.

(4) That it will notify the _____ *[insert name of contracting agency]* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the _____ *[insert name of contracting agency]*.

(End of Clause)

52.219-13 -- Notice of Set-Aside of Orders

GSAM 552.219-74 Section 8(a) Direct Award (Sep 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
409 3rd Street, SW, 2nd Floor
Washington, DC 20416
Phone: 202-205-8800

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting
(End of clause)

FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this provision –

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for

Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing –

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The offeror or contractor represents that –

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the offeror or contractor has responded affirmatively to the representation in paragraph (c) of this provision, the offeror shall provide the following information as part of the offer –

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

END OF SECTION I

Part III- List of Documents, Exhibits,
and Other Attachments

J. LIST OF ATTACHMENTS

Attachment Number

Title

J-1

Quote Pricing Template



Attachment J-1 Quote
Pricing Template.xlsx

J-2

Request for Travel Authorization



Attachment J-2
Request for Travel Au

J-3

Monthly Status Report (Sample)



Attachment J-3
Monthly Status Repor

J-4

Research Tasks for IT Hardware Data Analyst Report



Attachment J-4
Research Tasks for IT

J-5

Hardware Software BIC Report



Attachment J-5
HWSW BIC QuarterlyF

J-6

IT Hardware KPI Contract Report



Attachment J-6 ITHW
KPI Contract Reporting

J-7

Program Support/Performance Report



Attachment J-7
Program Support Tasl

END OF SECTION J